

CITY COUNCIL REPORT



Meeting Date: June 7, 2016
 General Plan Element: *Economic Vitality*
 General Plan Goal: *Sustain Scottsdale as a tourist destination*

ACTION

Selection of Architect for the Desert Discovery Center. Adopt Resolution 10422 authorizing Architectural Services Contract 2016-053-COS with Swaback Partners in the amount of \$521,090 to provide Architectural Programming and Schematic Design Services for the Desert Discovery Center.

BACKGROUND

The purpose of this action is to award an architectural services contract to provide Architectural Programming and Schematic Design Services for the Desert Discovery Center (DDC).

On January 11, 2016, Council authorized a FY 2015/16 General Fund Capital Contingency budget appropriation transfer totaling \$1,696,900 to a newly created capital project titled 'Desert Discovery Center Business Plan and Feasibility Analysis' for the execution of a professional services contract with Desert Discovery Center Scottsdale and for a future contract for architectural services.

Contract 2016-053-COS represents the aforementioned Architectural Services Contract for preliminary plan creation suitable for processing a Municipal Use Master Site Plan. The project will require approval of a Municipal Use Master Site Plan (MUMSP) prior to issuance of building permits. When schematic development plans are ready for review, the Municipal Use Master Site Plan will be brought forward to Council for approval.

ANALYSIS & ASSESSMENT

Recent Staff Action

On February 9, 2016, staff issued a Request for Qualifications (RFQ) for architectural programming and schematic design services. On March 22, 2016, the RFQ closed with eleven qualified proposals being received. Proposals were reviewed by a 5-member selection panel. The top four finalists were interviewed on April 15, 2016 and Swaback Partners was chosen by the selection panel. Please see the attached evaluation matrix for more information.

Community Involvement

Public information meetings were held on April 20 & 21, 2016. Additional public meetings will be held in fall 2016 and spring 2017 during the planning and schematic design phases of the project. During this process, the design team and City staff will meet with the Tourism Development Commission and various stakeholders for additional input. After the plan is refined into a Municipal

Use Master Site Plan, the plan will be processed through the Development Review Board and Planning Commission before reaching the City Council for approval.

RESOURCE IMPACTS

Available Funding

Funds for this contract are available in CIP project DC02A.

Staffing, Workload Impact

Current city staff will manage the services described in the contract.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach: Adopt Resolution 10422 authorizing Architectural Services Contract 2016-053-COS with Swaback Partners in the amount of \$521,090 to provide Architectural Programming and Schematic Design Services for the Desert Discovery Center.

Proposed Next Steps:

Following City Council approval, staff will proceed with the contract. The team of staff, vendor and design team will coordinate the programming and schematic design process. Staff will bring the Municipal Use Master Site Plan to City Council for approval after a public input process.

RESPONSIBLE DEPARTMENTS

Public Works Division, Capital Project Management

STAFF CONTACT

Gary Meyer, Senior Project Manager, gmeyer@scottsdaleaz.gov

APPROVED BY



Daniel J. Worth, Director, Public Works
(480) 312-5555, dworth@scottsdaleaz.gov



Brian K. Biesemeyer, Acting City Manager
(480) 312-2800, bbiesemeyer@scottsdaleaz.gov

5-24-16

Date

5-24-16

Date

ATTACHMENTS

1. Resolution 10422
2. Location map
3. Evaluation matrix
4. Professional Services Contract 2016-053-COS

RESOLUTION NO. 10422

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING ARCHITECTURAL SERVICES CONTRACT NO. 2016-053-COS BETWEEN THE CITY AND SWABACK PARTNERS FOR ARCHITECTURAL PROGRAMMING AND SCHEMATIC DESIGN SERVICES FOR THE DESERT DISCOVERY CENTER.

The City wishes to proceed with Architectural Programming and Schematic Design Services for the Desert Discovery Center;

Swaback Partners can provide the requisite services necessary for programming and design of the Desert Discovery Center;

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

- Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Architectural Services Contract No. 2016-053-COS, in the amount of \$521,090.00, between the City and Swaback Partners for Architectural Programming and Schematic Design Services for the Desert Discovery Center.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this ____ day of _____, 2016.

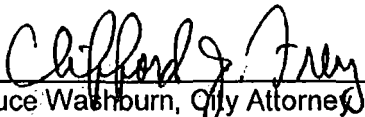
ATTEST:

CITY OF SCOTTSDALE
An Arizona municipal corporation

Carolyn Jagger, City Clerk

W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney



**Desert Discovery Center
Basic Evaluation Matrix**

Company	Rank
180 Degrees	
DWL + GWWO	2
Holly Street + Jones Studio	
PHX Architecture	
Richard + Bauer	
RSP + EDR	
Smithgroup JJR	4
Studio Ma	
Swaback Partners	1
Weddle Gilmore	3
Windward	

CITY OF SCOTTSDALE
ARCHITECTURAL SERVICES CONTRACT

PROJECT NO.
CONTRACT NO. 2016-053-COS

THIS CONTRACT, entered into this ____ day of _____, 2016, between the City of Scottsdale, an Arizona municipal corporation, the "CITY" and Swaback Partners PLLC, a professional limited liability company, the "ARCHITECT."

RECITALS

- A. The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for professional services; and
- B. The City intends to contract for Architectural services with Swaback Partners for architectural programming and schematic design services for the Desert Discovery Center; and
- C. The Architect is qualified to render the services desired by the City.

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, it is agreed between the City and the ARCHITECT as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

1.1 SCOPE OF SERVICES

The Architect will act under the authority and approval of the Contract Administrator to provide the Architectural services required by this Contract.

The Architect is assigned the tasks specified in the attached Exhibit A, Project Scope of Work, which is incorporated by reference and made a part of this Contract.

The Architect must obtain all necessary information to complete the tasks specified in Exhibit A, Project Scope of Work.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Architect for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and

reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Architect.

2.0 FEES AND PAYMENTS

2.1 FEE SCHEDULE

The amount paid to the Architect will not exceed \$521,090.00.

The Architect will be paid at the hourly rates shown in Exhibit A:

2.2 PAYMENT APPROVAL

The time spent for each task must be recorded and submitted to the Contract Administrator. The Architect must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the contract period.

Monthly payments will be made to the Architect on the basis of a progress report submitted by the Architect for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator will prepare a partial payment request document for the Architect's acceptance. However, not more than 90% of the total contract price will be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Architect on a monthly basis.

All charges must be approved by the Contract Administrator before payment.

2.2.1 Payment Terms

The City of Scottsdale's payment terms for Architectural work under State of Arizona A.R.S. Title 34 requirements is 14 days after invoice submittal by the Architect and the work is certified and approved by the City Contract Administrator.

The City has 7 days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the City Contract Administrator. Until such time as such issues are resolved and certified by the City the 14 day payment term will not have commenced.

2.3 PRICE ADJUSTMENT

Price increases may only be requested by the Architect, 30 days before the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least 1 year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate will be based upon mutual consent of the Architect and the Contract Administrator, however, the Contract Administrator will evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed 5%.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City will be Gary Meyer or designee. The Contract Administrator will oversee the performance of this Contract, assist the Architect in accessing the organization, audit billings, and approve payments. The Architect must submit all reports and special requests through the Contract Administrator. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

3.2 TERM OF CONTRACT (USE ONE OF THE FOLLOWING THREE OPTIONAL STATEMENTS)

The Term of the Contract is for 16 months.

This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk. This Contract is in full force and effect when it is signed by the City and the Architect.

If any tasks remain incomplete after the completion time period, the Contract Administrator must give written approval to continue the Contract.

3.3 TERMINATION OR CANCELLATION OF CONTRACT

The City may terminate this Contract or abandon any portion of the project that has not been performed by the Architect.

Termination for Convenience: The City has the right to terminate this Contract or any part of it for its sole convenience with 30 days written notice. If

terminated, the Architect must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Architect will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Architect and the City, based on the Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Architect's compensation will be based on this determination. The City will make this final payment within 60 days after the Architect has delivered the last of the partially completed items. The Architect will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Architect's suppliers or Subcontractors, which the Architect could reasonably have avoided.

Cancellation for Cause: The City may also cancel this Contract or any part of it with 7 days' notice if the Architect defaults, or if the Architect fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator and failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to terminate this Contract for cause. Upon cancellation for cause, the City will not be liable to the Architect for any amount, and the Architect will be liable to the City for all damages sustained by the default which caused the cancellation.

If the Architect is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately after giving notice to the Architect.

If the City cancels this Contract or any part of the Contract services, the City will notify the Architect in writing, and upon receiving notice, the Architect must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Architect must deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.

The Architect must appraise the work it has completed and submit its appraisal to the City for evaluation.

If the Architect fails to fulfill in a timely and proper manner its obligations, or if the Architect violates any of the terms of this Contract, the City may withhold any payments to the Architect for the purpose of setoff until the exact amount of damages due the City from the Architect is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Architect at least 30 days before the end of its current fiscal period and will pay to the Architect all approved charges incurred through the end of that period.

3.5 AUDIT

The City may audit all of the Architect's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Architect's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the City's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Architect or any of his payees. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Architect's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The Architect must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written contract between the Architect and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Architect to the City in excess of 1% of the total contract billings, the actual cost of the City's audit must be reimbursed to the City by the Architect. Any adjustments and payments made as a result of the audit or inspection of the Architect's invoices and records will be made within a period of time not to exceed 90 days from presentation of the City's findings to the Architect.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Architect.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the City concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The City will

release the Architect from any liability for the preparation of final construction plans by others.

3.7 COMPLETENESS AND ACCURACY

The Architect will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Architect and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Architect. Additional construction added to the project will not be the responsibility of the Architect unless the need for additional construction was created by any error, omission, or negligent act of the Architect. The City's acceptance of the Architect's work will not relieve the Architect of any of its responsibilities.

3.8 ATTORNEY'S FEES

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees, reasonable costs and expenses as determined by the court sitting without a jury. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

3.9 SUCCESSORS AND ASSIGNS

This Contract will be binding upon the Architect, its successors and assigns, including any individual, or other entity with or into which the Architect may merge, consolidate, or be liquidated, or any individual or other entity to which the Architect may sell or assign its assets.

3.10 ASSIGNMENT

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Contract Administrator.

3.11 SUBCONTRACTORS

The Architect may engage any additional Subcontractors as required for the timely completion of this Contract. If the Architect subcontracts any of the work required by the Contract, the Architect remains solely responsible for fulfillment of all the terms of this Contract.

The Architect will pay its Subcontractors within 7 calendar days of receipt of each progress payment from the City. The Architect will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Architect will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention

to the Architect. No Contract between the Architect and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the Architect fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions and the Architect agrees that the City may take these actions:

- A. To hold the Architect in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the City from the Architect for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of the Architectural Services to be performed is stated in this Contract. Any services requested outside the scope of work are additional services. The Architect will not perform these additional services without a written Change Order approved by the City. If the Architect performs additional services without a Change Order, the Architect will not receive any additional compensation.

3.13 MODIFICATIONS

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

3.14 CONFLICT OF INTEREST

The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Architect any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee

of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Architect will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City's publication of documents for bidding.

3.15 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 TAXES AND INDEMNIFICATION

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type. DBM and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the DBM, except as may be otherwise provide in this Contract. DBM shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.17 ADVERTISING

No advertising or publicity concerning the City's use of the Architect's services will be undertaken without first obtaining written approval of the Contract Administrator.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.20 ARIZONA LAW

This Contract must be governed and interpreted according to the laws of the

State of Arizona. Jurisdiction for any action brought to enforce any provision of this Contract shall lie with the Maricopa County Superior Court, and such action must be filed, tried, and remain in the Maricopa County Superior Court for any and all proceedings. Contractor hereby waives the right to have any such action removed to Federal District Court.

3.21 COOPERATIVE USE OF CONTRACT

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies, and governing bodies, including the Arizona Board of Regents, and political subdivisions of this State. Any such usage by other entities must be in accord with the ordinances, charter, and/or rules and regulations of the respective entity and the approval of the Contractor.

3.22 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Architect will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of, race, color, religion, sex, sexual orientation, gender identity, or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Architect will, in all solicitations or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3.21.1 No Preferential Treatment or Discrimination:

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

3.23 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Architect accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Architect accepts the applicability to it of A.R.S. §34-301 and 34-302. The Architect will include the terms of this provision in all

contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the Architect warrants to the City that the Architect and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Architect and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Architect or any of its Subcontractors will be considered a material breach of this Contract and may subject the Architect or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Architect or any Subcontractor who works on this Contract to ensure that the Architect or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Architect and any of its Subcontractors to ensure compliance with this warranty. The Architect agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Architect or any of its Subcontractors in material breach of this Contract if the Architect and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USC §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Architect enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Architect will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. The Architect's failure to assure compliance by all its' Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

3.24 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Architect acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Architect will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Architect agrees not to discriminate

against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Architect, its employees, agents or assigns will constitute a material breach of this Contract.

3.25 EVALUATION OF ARCHITECT'S PERFORMANCE

The Architect will be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (line work, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.26 NOTICES

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

On behalf of the Architect:

John E. Sather
Senior Partner
Swaback Partners PLLC
7550 E. McDonald Drive
Scottsdale, AZ 85250

On behalf of the City:

Gary Meyer
Sr. Project Manager
City of Scottsdale
7447 E. Indian School Rd #205
Scottsdale, AZ 85251

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the

receipt. Notice by facsimile or electronic mail is not adequate notice.

3.27 INDEPENDENT CONTRACTOR

The services the Architect provides to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.28 INELIGIBLE BIDDER

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.29 INDEMNIFICATION

To the fullest extent permitted by law, Architect, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, investigation and litigation, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, related to, arising from or out of, or resulting from any negligence, recklessness, or intentional wrongful conduct to the extent caused by Architect relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Architect's employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker's Compensation Law or arising out of the failure of the Architect to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by the Architect from and against any and all claims. It is agreed that the Architect will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Architect agrees to waive all rights of subrogation against the City, its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by the Architect for the City.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section must not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 INSURANCE

A current Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 INSURANCE REPRESENTATIONS AND REQUIREMENTS

- A. General: The Architect agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Architect, the Architect must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect the Architect. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Architect from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The Architect must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the City of Scottsdale, unless specified otherwise in this Contract.

- D. Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must

be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Architect is solely responsible for any deductible or self-insured retention amount and the City, at its option, may require the Architect to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Architect must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Architect in this Contract. The Architect is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, the Architect must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by the Architect's insurer(s) as evidence that policies are placed with acceptable Insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Architect must forward renewal Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions endorsed to the Architect's policy:

- 1. The City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named as an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.

2. The Architect's insurance must be primary insurance for all performance of work under this Contract.
3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Architect under this Contract.
4. If the Architect receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Architect's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

4.2 REQUIRED COVERAGE

- A. Commercial General Liability: The Architect must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Architect must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Architect, or anyone employed by the Architect, or anyone for whose acts, mistakes, errors and omissions the Architect is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Architect must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
- C. Vehicle Liability: The Architect must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Architect's owned, hired, and non-owned vehicles assigned to or used in the performance of the Architect's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- D. Workers Compensation Insurance: The Architect must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Architect's employees engaged in the performance of work or services under this Contract, and must also

maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5.0 SOFTWARE LICENSES

If the Architect provides to the City any software licenses, the following provisions apply:

5.1 SOURCE CODE AVAILABILITY

- A. The Architect must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
 - 1. The Architect becomes insolvent; or
 - 2. The Architect ceases to conduct business; or
 - 3. The Architect makes a general assignment for the benefit of creditors;
or
 - 4. A petition is filed in Bankruptcy by or against the Architect.
- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 5.1(B).

5.2 PROPRIETARY PROTECTION

- A. The City agrees that if the Architect informs the City that the Software is confidential information or is a trade secret property of the Architect; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. The Architect must not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.
- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of Court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Architect's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Architect must reimburse the City for the full cost of the City's refusal to release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney

fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 NON-INFRINGEMENT

The Architect warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the City asserting or involving such an allegation, the Architect will defend, at the Architect's expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Architect's opinion the Software is likely to become the subject of a claim of infringement, the Architect will, at its option and its expense:

1. Procure for the City the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.

5.4 THIRD PARTY LICENSE

The Architect must sublicense to the City any and all third party Software required in this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it will be the Architect's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms will not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted. In accordance with the provisions of ARS § 41-194.01, should the Attorney General give notice to the City that any provisions of the Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the City and the Contractor shall, within 10 days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).

6.2 AUTHORITY

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.irs.gov under their forms section.

The City of Scottsdale by its Mayor and City Clerk have subscribed their names this ____ day of _____, 2016.

CITY OF SCOTTSDALE
an Arizona Municipal Corporation

ATTEST:

W.J. "Jim" Lane
Mayor

Carolyn Jagger
City Clerk

ARCHITECT:

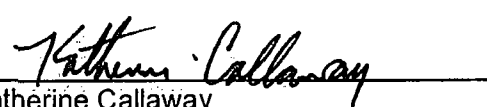
By: 

Its: 

RECOMMENDED:



Daniel J. Worthy, Public Works Director



Katherine Callaway
Risk Management Director



Gary Meyer, Contract Administrator

APPROVED AS TO FORM:

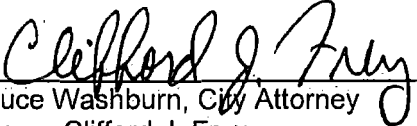

Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney

EXHIBIT A
SCOPE OF WORK AND FEE FOR D.D.C. ARCHITECT

TASK A

Architectural Programming services will include the following:

1. Compile and evaluate existing site information including utility maps for the project.
2. Receive input from the City, DDCS, and other stakeholders (budget for 30 meetings at 2 hours each)
3. Conduct a series of workshops / design charrettes to collect input and inform other stakeholders, and partners, (budget for 6 workshops at 3 hours each)
4. Attend public meetings in support of the proposed architectural elements.
5. Prepare presentation materials and participate in public meetings.
6. Provide programming services to update the Phase II conceptual plan including:
 - Identify required spaces
 - Determine user spatial and adjacency requirements
 - Develop factors for estimating efficiency
 - Evaluate probable construction cost
 - Project base budget and scheduling alternatives
 - Recommend Final Architectural Program with Executive Summary

Schematic Design Services will include the following:

7. Analyze and develop Site Concepts Alternatives in response to the Final DDC Program.
8. Obtain the acceptance of a DDC Selected Site Concept from project stakeholders.
9. Conduct a traffic impact analysis.

EXHIBIT A – Page 2

Task 9A: Data Collection

- a. Kimley-Horn will obtain the final site plan with detailed information on the proposed development and access layout from the Client.
- b. Kimley-Horn will obtain available existing and projected traffic volume data for the street system in the vicinity of the project from the City.
- c. Kimley-Horn will identify programmed roadway improvements or other major developments in the area, which could impact traffic conditions at this site.
- d. Kimley-Horn will make a field visit to the site to verify existing conditions including existing traffic control, speed limits, lane-use and adjacent land-use.
- e. Kimley-Horn will obtain traffic signal timing information from the City for the intersections of Thompson Peak Parkway at Bell Road and Union Hills Drive.
- f. Kimley Horn will obtain traffic accident data for the adjacent street from the City of Scottsdale.

Task 9B: Traffic Counts

Kimley-Horn will obtain A.M. (7:00 - 9:00 A.M.) and P.M. (4:00 - 6:00 P.M.) peak period traffic volumes for the intersections of Thompson Peak Parkway at Bell Road, Wingate Ranch Road and Union Hills Drive. Kimley-Horn will obtain 24-hour bidirectional counts on an average weekday on the segment of Thompson Peak Parkway adjacent to the project site. The counts will be recorded in 15 minute periods and totaled for the entire 24-hour observation period. Counts will be collected on a typical weekday.

Task 9C: Trip Generation

Kimley-Horn will determine the number of vehicular trips that can be expected to be generated by the site at buildout of the project based upon site utilization information provided by the Client in the MUMSP. Trip generation for the site will be based upon the anticipated visitor load for an average weekday.

Task 9D: Trip Distribution and Assignment

Kimley-Horn will distribute the site-generated trips to the proposed site access point and the adjacent street system. The distribution will be based upon anticipated origins and destinations of trips produced by and attracted to the

EXHIBIT A -- Page 3

proposed development. The assignment of site generated traffic will be based on the layout of the site access points and the configuration of the surrounding street network, and a review of the existing traffic volumes for the area.

Task 9E: Future Background Conditions

Kimley-Horn will estimate the projected future peak hour traffic volumes for the proposed buildout year and five years after. The projections will be developed from existing traffic volumes and growth percentages confirmed with the City of Scottsdale.

Task 9F: Traffic Impact Analysis

Kimley-Horn will assign the site-generated trips and complete a capacity analysis for the study area intersections and site access point. Kimley-Horn will make recommendations for improvements to accommodate the proposed development if needed.

Task 9G: Traffic Impact Analysis Report

Kimley-Horn will prepare a Traffic Impact Analysis Report with appropriate graphics to present the collected information, traffic analysis and recommendations for the development. The report will follow the guidelines for the City of Scottsdale Category 2 TIMA report. An electronic copy of the report in PDF format will be provided to the Client for review prior to submittal. After including Client comments, five copies of the report will be provided.

Task 9H: Meetings

Kimley-Horn will participate in three design team project meetings, jurisdictional agency meetings, and/or any other project related meetings. The budget estimate is based upon approximately 9 hours of effort. If additional effort or additional meetings is required for completion of this task, it will be provided on an hourly basis in addition to the fee identified for this scope. Fees for additional meetings will be based on the expended effort according to the current standard rate schedule, attached.

Task 9I: Parking Study

Kimley-Horn will review the parking information presented in the program of spaces in the Phase II Feasibility Study. Kimley-Horn will evaluate the parking provisions and expected demand. The review will consider factors which will affect the demand for parking such as the expected average attendance, length of stay, vehicle occupancy, alternative travel modes and provisions for trailhead parking. Kimley-Horn will summarize the results and identify potential strategies

EXHIBIT A – Page 4

to supplement the on-site parking if needed.

10. Provide an analysis of the view corridors from surrounding homes.
11. Incorporate the owner's sensitivity to quality, safety, and environmental factors.
12. Prepare presentation materials and participate in public meetings.
13. Work with the City of Scottsdale staff through an iterative process which includes input from City boards and commissions.
14. Contribute to the DDCCS Strategic Planning Report which updates the Phase II Feasibility Study Phase II.
15. Provide collateral illustrations materials to be used for DDCCS fundraising purposes. Coordinate plans with the McDowell Sonoran Preserve Access Areas Plan which can be found at: <http://www.scottsdaleaz.gov/planning/policies-at-a-glance/preserve-access> and coordinate plans with the McDowell Sonoran Preserve Ordinance which can be found at: <http://www.scottsdaleaz.gov/planning/policies-at-a-glance/preserve-ordinance>

TASK B

Continuation of Schematic Design Services will include the following:

1. Consider Net Zero building levels and LEED Certification in the schematic designs.
2. Perform necessary coordination to obtain a Municipal Use Master Site Plan (MUMSP) amendment approval from the City of Scottsdale.
3. Prepare construction options according to possible financial staging
4. Provide a parking analysis

SWABACK TEAM FEE SUMMARY

FIRM	FEE SUMMARY
Swaback Partners	\$327,240.00
Design Advisor	\$25,000.00
Terrapin Bright Green	\$39,450.00
Landscape - Trueform	\$40,000.00
Cost Est - Cumming Management	\$18,000.00
Wood Patel	\$39,600.00
Kimley Horn	\$21,800.00
Reimbursable Expense	\$10,000.00
TOTAL	\$521,090.00

SWABACK PARTNERS FEE / HOUR SUMMARY

TASK	Senior Partner- Hrs	Rate \$250./hr	Design Partner- Hrs	Rate \$185./hr	Tech - Hrs	Rate \$100./hr	TOTAL	NOTES
A1	2	\$500.00	8	\$1,480.00	8	\$800.00	\$2,780.00	Mostly Swaback Partners
A2	60	\$15,000.00	30	\$5,550.00	30	\$3,000.00	\$23,550.00	Swaback Partners and Design Advisor involved in Task - See Team Chart of Fees for Design Advisor of A Fee
A3	18	\$4,500.00	18	\$3,330.00		\$0.00	\$7,830.00	Design Advisor involved in Task - See Team Chart of Fees
A4	20	\$5,000.00	20	\$3,700.00		\$0.00	\$8,700.00	Mostly Swaback Partners
A5	60	\$15,000.00	60	\$11,100.00	60	\$6,000.00	\$32,100.00	Mostly Swaback Partners
A6	80	\$20,000.00	80	\$14,800.00		\$0.00	\$34,800.00	Swaback Partners and Design Advisor involved in Task - See Team Chart of Fees for Design Advisor Fee
A7	100	\$25,000.00	100	\$18,500.00	100	\$10,000.00	\$53,500.00	Swaback Partners, Design Advisor, and Trueform involved in Task - See Team Chart of Fees for Design Advisor and Trueform Fees
A8	40	\$10,000.00	40	\$7,400.00		\$0.00	\$17,400.00	Mostly Swaback Partners
A9	8	\$2,000.00	8	\$1,480.00		\$0.00	\$3,480.00	Swaback Partners assisting Kimley Horn - See Team Fee Chart for KH Fee
A10	8	\$2,000.00	20	\$3,700.00	20	\$2,000.00	\$7,700.00	Mostly Swaback Partners
A11		\$0.00		\$0.00		\$0.00	\$0.00	Assumed to be incorporated in other tasks
A12	80	\$20,000.00	80	\$14,800.00	80	\$8,000.00	\$42,800.00	Mostly Swaback Partners
A13	40	\$10,000.00	20	\$3,700.00		\$0.00	\$13,700.00	Mostly Swaback Partners
A14	40	\$10,000.00	40	\$7,400.00	40	\$4,000.00	\$21,400.00	Mostly Swaback Partners
A 15		\$0.00		\$0.00	100	\$10,000.00	\$10,000.00	Mostly Swaback Partners
A Total		\$139,000.00		\$96,940.00		43,800.00	\$279,740.00	
B1	20	\$5,000.00	20	\$3,700.00		\$0.00	\$8,700.00	Swaback Partners assisting Terrapin Bright Green Task - See Team Fee Chart of Fees for TBG Fee
B2	40	\$10,000.00	40	\$7,400.00	40	\$4,000.00	\$21,400.00	Swaback Partners assisting Wood Patel, and Trueform - See Team Fee Chart of Fees for WP and TF fees
B3	20	\$5,000.00	20	\$3,700.00		\$0.00	\$8,700.00	Swaback Partners assisting Cumming in Cost Estimate - See Team Fee Chart of Fees
B4	20	\$5,000.00	20	\$3,700.00		\$0.00	\$8,700.00	Swaback Partners assisting Kimley Horn - See Team Fee Chart of Fees for KH Fee
B Total		\$25,000.00		\$18,500.00		\$4,000.00	\$47,500.00	
GRAND TOTAL		\$164,000.00		\$115,440.00		\$47,800.00	\$327,240.00	



SWABACK PARTNERS pllc
Architecture • Planning • Interior Design

Vernon D. Swaback FAIA, AICP
John E. Sather AIA, AICP
Jon C. Bernhard AIA
Michael D. Wetzel, AIA
Jeffrey M. Denzak, ASLA, APA

SWABACK PARTNERS TEAM

2016 PROFESSIONAL SERVICES FEES FOR THE DESERT DISCOVERY CENTER

SWABACK PARTNERS

Partners and Directors

John E. Sather, AIA, AICP, Project Manager	\$250.00 / hour
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Design Partners

David Blanco	\$185.00 / hour
Lee G. Finch	\$185.00 / hour
Brent C. Harris	\$185.00 / hour

Architectural & Planning Staff

Certified Architect (AIA)	\$150.00 / hour
Certified Planner (AICP)	\$150.00 / hour
Project Manager	\$140.00 / hour
Senior Designer	\$120.00 / hour
Senior Planner	\$120.00 / hour
Senior Technical Support	\$100.00 / hour
Technical Support	\$85.00 / hour
Senior CAD Technician	\$75.00 / hour
CAD Technician	\$65.00 / hour

Support Staff

Office Management/Finance	\$100.00 / hour
Graphics / Marketing Support	\$75.00 / hour
Office / Administrative	\$65.00 / hour
Office Assistant	\$50.00 / hour

Reimbursable Costs

All normal reimbursable expenses, including plotting, printing, photography, reproductions, mounting, delivery, long distance phone calls, travel expenses and other consultant services	Cost Plus 10%
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Mileage Reimbursement (per IRS Schedule)	\$0.54/mil
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SWABACK PARTNERS pllc
Architecture • Planning • Interior Design

Vernon D. Swaback FAIA, AICP
John E. Sather AIA, AICP
Jon C. Bernhard AIA
Michael D. Wetzel, AIA
Jeffrey M. Denzak, ASLA, APA

Design Advisor

Aaron Betsky	\$175.00 / hour
Trina Lindal	\$80.00 / hour
Cody Johnston	\$80.00 / hour
Jamie Inostroza Campos	\$80.00 / hour

TERRAPIN BRIGHT GREEN

Net Zero / Sustainability

William Browning	\$230.00 / hour
Jonce Walker	\$140.00 / hour
Christopher Garvin	\$180.00 / hour
Allison Bernet	\$120.00 / hour

TRUEFORM

Landscape Architecture

Todd Briggs	\$130.00 / hour
Landscape Designer	\$100.00 / hour

CUMMING MANAGEMENT

Cost Estimating

Daniel Pomfrett	\$125.00 / hour
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WOOD PATEL

Civil Engineers

ENGINEERING & SURVEYING:

Project Manager III	\$175.00 / hour
Project Manager II	\$165.00 / hour
Project Manager I	\$155.00 / hour
Engineer V	\$150.00 / hour
Engineer IV	\$140.00 / hour
Engineer III	\$130.00 / hour
Engineer II	\$120.00 / hour
Engineer I	\$110.00 / hour
Engineer	\$100.00 / hour
Technician V	\$120.00 / hour
Technician IV	\$110.00 / hour
Technician III	\$100.00 / hour
Technician II	\$ 90.00 / hour
Technician	\$ 80.00 / hour



SWABACK PARTNERS pllc
Architecture • Planning • Interior Design

Vernon D. Swaback FAIA, AICP
John E. Sather AIA, AICP
Jon C. Bernhard AIA
Michael D. Wetzel, AIA
Jeffrey M. Denzak, ASLA, APA

Technician	\$ 70.00 / hour
Surveyor III	\$110.00 / hour
Surveyor II	\$ 90.00 / hour
Surveyor I	\$ 80.00 / hour
Surveyor	\$ 70.00 / hour
2-Man Survey Crew	\$140.00 / hour
I-Man Survey Crew	\$ 80.00 / hour

CONSTRUCTION MANAGEMENT:

Construction Manager III	\$155.00 / hour
Construction Manager II	\$145.00 / hour
Construction Manager I	\$125.00 / hour
Construction Manager	\$105.00 / hour
Construction Observer II	\$ 95.00 / hour
Construction Observer I	\$ 75.00 / hour

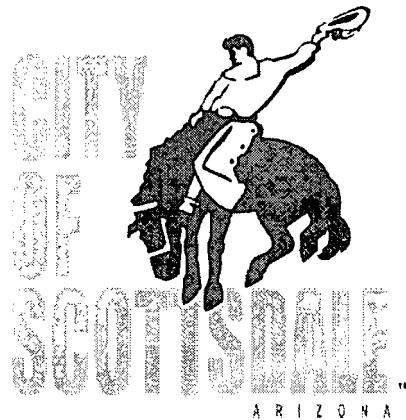
KIMLEY HORN

Traffic and Parking Engineers

Support Staff	\$80.00 – \$95.00 / hour
Technical Support	\$105.00 – \$125.00 / hour
Senior Technical Support	\$110.00 – \$150.00 / hour
Professional	\$105.00 – \$160.00 / hour
Senior Professional / Project Director	\$175.00 – \$225.00 / hour

Desert Discovery Center

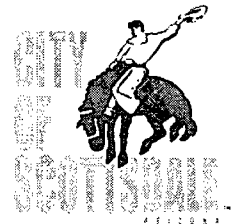
Architectural Programing & Schematic Design Services



City Council
June 7, 2016

Proposed Action

Adopt Resolution 10422 authorizing Architectural Services Contract 2016-053-COS with Swaback Partners in the amount of \$521,090 to provide Architectural Programming and Schematic Design Services for the Desert Discovery Center



Background

- January 11, 2016 - Council approved:
 - Creation of CIP project “DDC Business Plan & Feasibility Study” with \$1,696,900 budget
 - \$726,900 for contract with DDCCS
 - \$700,000 for future award of architecture contract
 - Contract with DDCCS to develop business plan
 - Initiation of amendment to existing MUMSP



Anticipated Steps

Step 1: Prepare Vision and Preliminary Plan (*current work*)



Step 2: 30% Project Development (*partial*)



Step 3: 100% Project Development (*future*)



Step 4: Construction and Operation (*future*)



Step 1 Schedule

- April 20 & 21, 2016: Public meetings to solicit input
- Summer 2016 – begin Programming and Schematic Design work
- Fall 2016 – public meetings
- Winter 2016/2017 – continue Schematic Design work
- Spring 2017 – additional public meetings
- Summer 2017 – Municipal Use Master Site Plan process & delivery of Business Plan and Feasibility Analysis (completion of authorized work)

Architect Selection Process

- February 9, 2016: Issued RFQ
- March 22, 2016: Received 11 responses to RFQ
- April 15, 2016: Interviewed 4 design teams

Proposed Action

Adopt Resolution 10422 authorizing Architectural Services Contract 2016-053-COS with Swaback Partners in the amount of \$521,090 to provide Architectural Programming and Schematic Design Services for the Desert Discovery Center



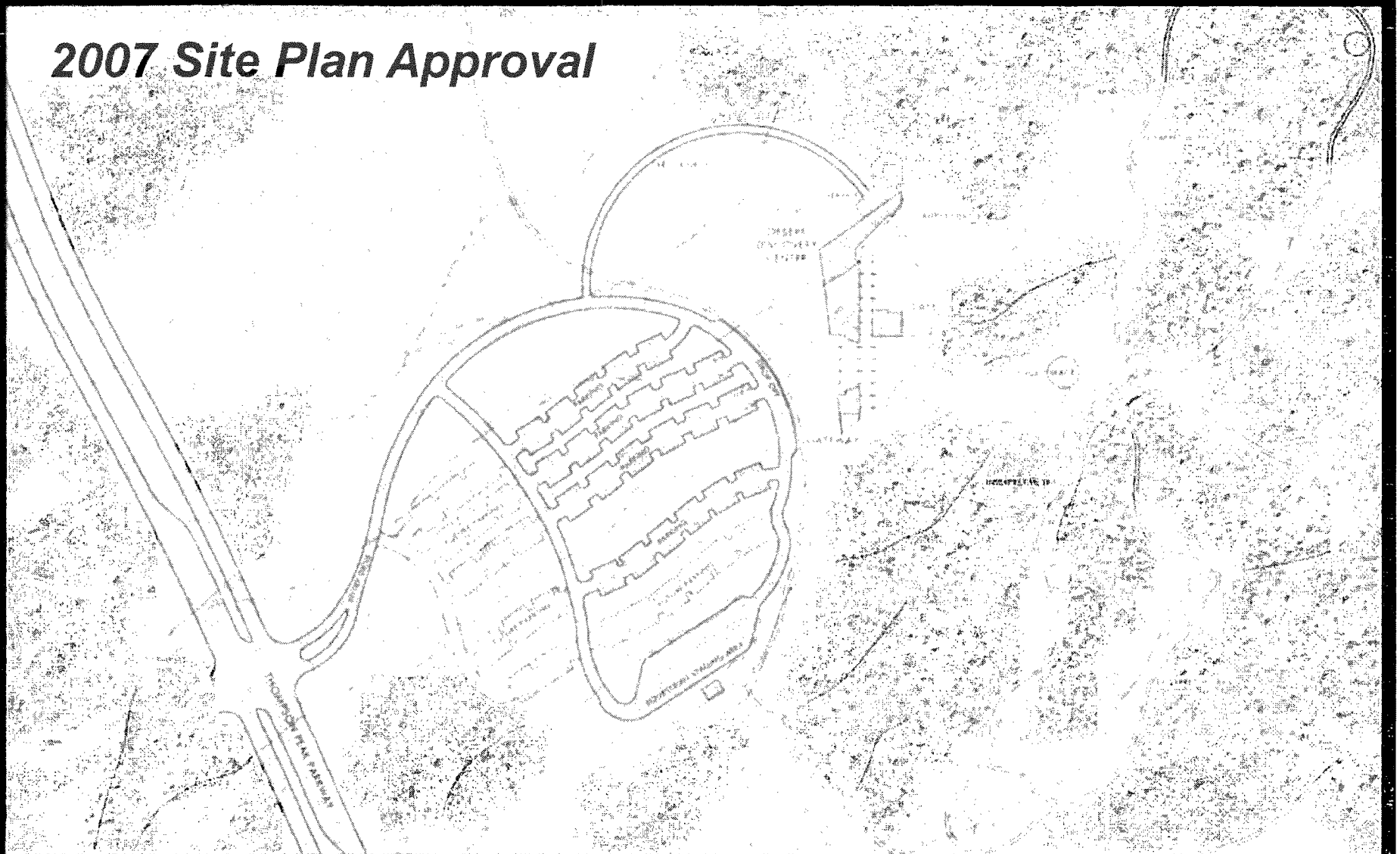
Questions/Discussion



Additional Slides



2007 Site Plan Approval



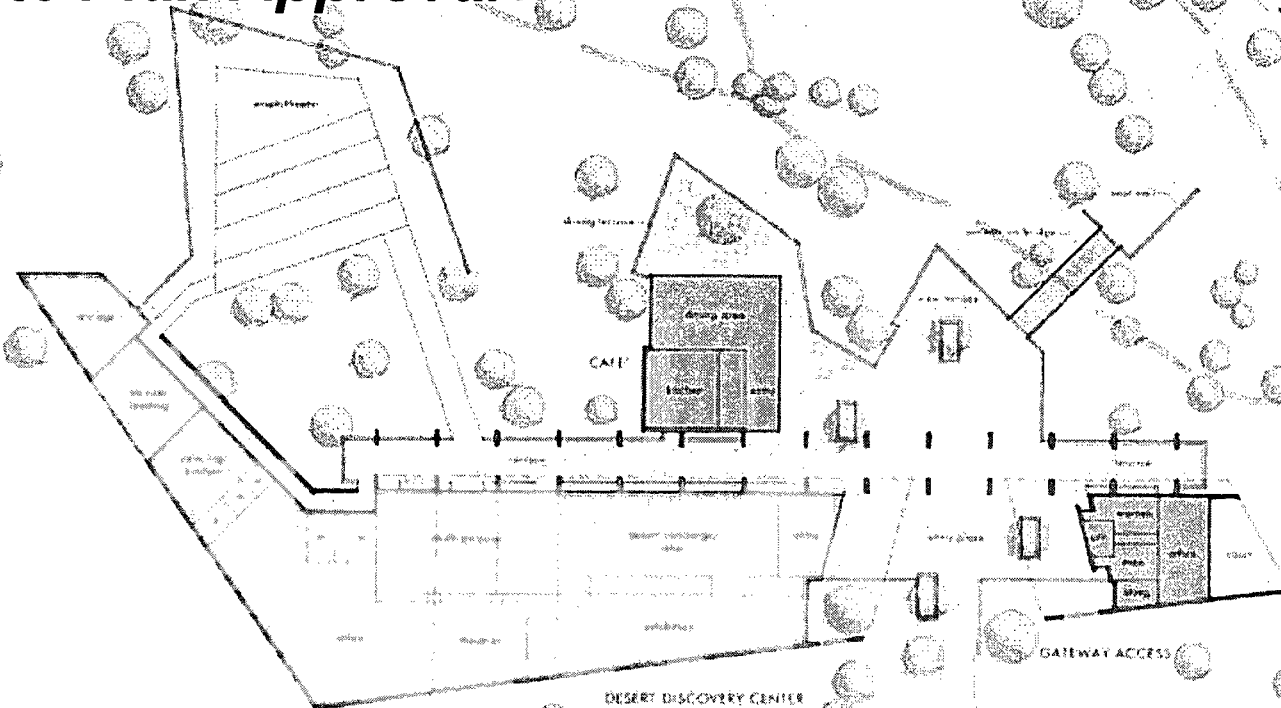
CONCEPTUAL SITE PLAN 1:100

GATEWAY ACCESS AREA /
DISCOVERY AREA

Weddle Gilmore Architects



2007 Site Plan Approval



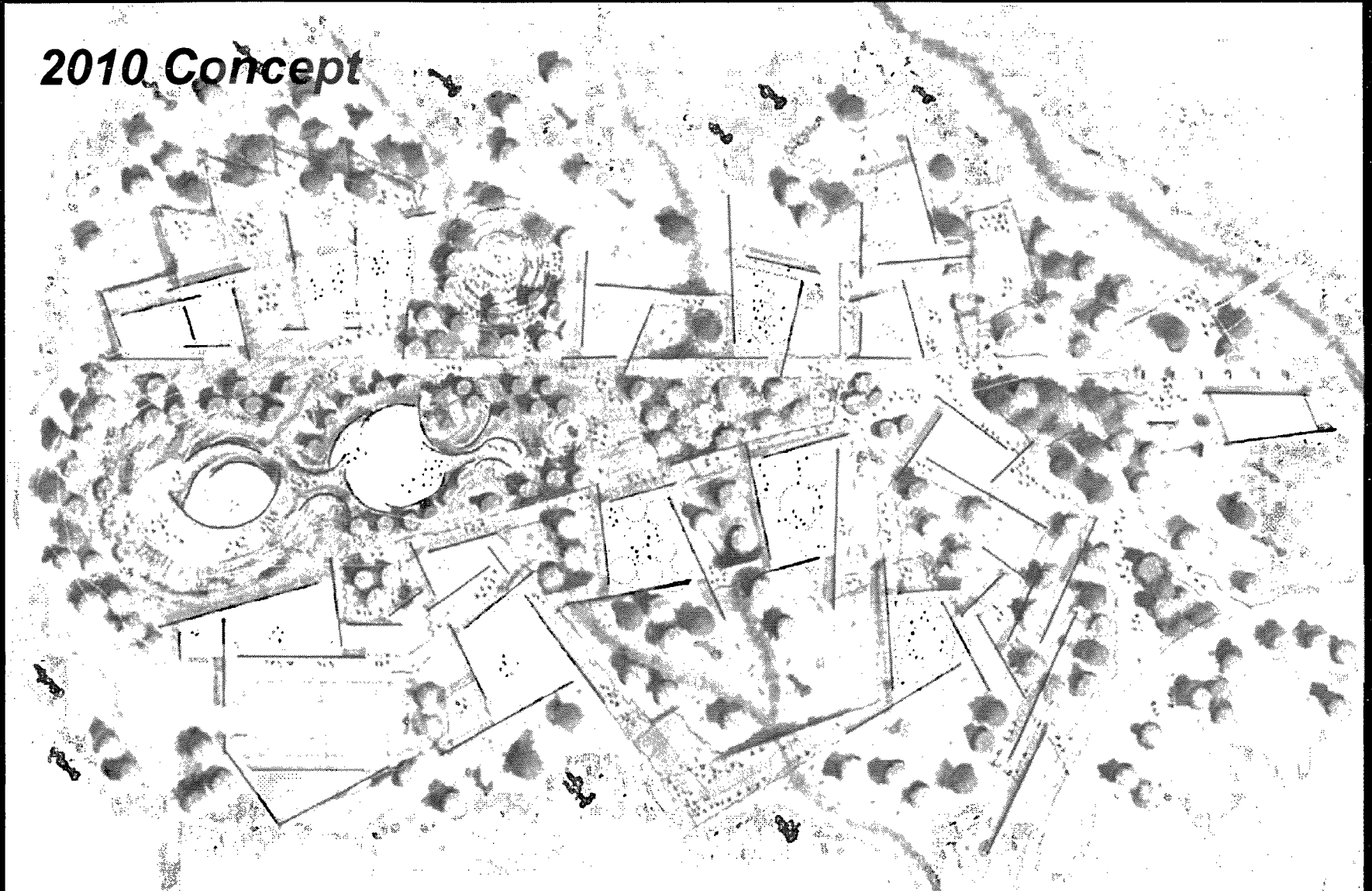
CONCEPTUAL FLOOR PLAN

GATEWAY ACCESS AREA /
DISCOVERY AREA

Woodsen Group Architects



2010 Concept



DDC Evolving Conceptual Plan

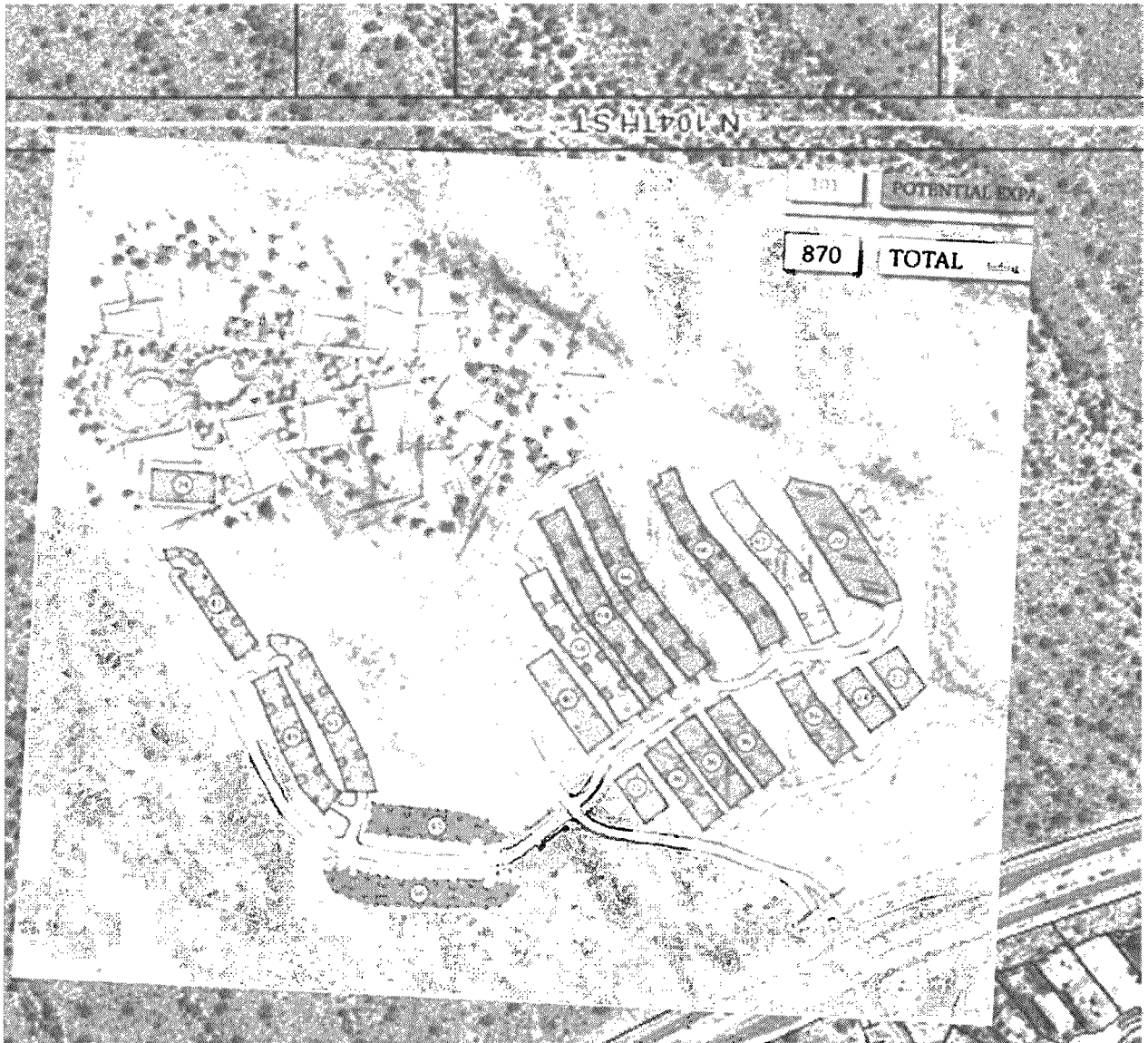
Swaback Partners | City of Scottsdale: Desert Discovery Center

2010 Concept

DESERT DISCOVERY CENTER PARKING STUDY

216	EXISTING PARKING
125	PHASE ONE
428	PHASE TWO
769	TOTAL
100	POTENTIAL EXPANSION
870	TOTAL (including potential expansion)

DDC Conceptual Parking Plan



Item 28

Desert Discovery Center

**Architectural Programing & Schematic Design
Services**



**City Council
June 7, 2016**

Proposed Action

Adopt Resolution 10422 authorizing
Architectural Services Contract 2016-053-
COS with Swaback Partners in the amount
of \$521,090 to provide Architectural
Programming and Schematic Design
Services for the Desert Discovery Center



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 - \$700,000 for future award of architecture contract
 - Contract with DDCCS to develop business plan
 - Initiation of amendment to existing MUMSP



3

Anticipated Steps

Step 1: Prepare Vision and Preliminary Plan (*current work*)



Step 2: 30% Project Development (*partial*)



Step 3: 100% Project Development (*future*)



Step 4: Construction and Operation (*future*)



4

Step 1 Schedule

- April 20 & 21, 2016: Public meetings to solicit input
- Summer 2016 – begin Programming and Schematic Design work
- Fall 2016 – public meetings
- Winter 2016/2017 – continue Schematic Design work
- Spring 2017 – additional public meetings
- Summer 2017 – Municipal Use Master Site Plan process & delivery of Business Plan and Feasibility Analysis (completion of authorized work)

Architect Selection Process

- February 9, 2016: Issued RFQ
- March 22, 2016: Received 11 responses to RFQ
- April 15, 2016: Interviewed 4 design teams

Proposed Action

Adopt Resolution 10422 authorizing
Architectural Services Contract 2016-053-
COS with Swaback Partners in the amount
of \$521,090 to provide Architectural
Programming and Schematic Design
Services for the Desert Discovery Center

7



Questions/Discussion

8

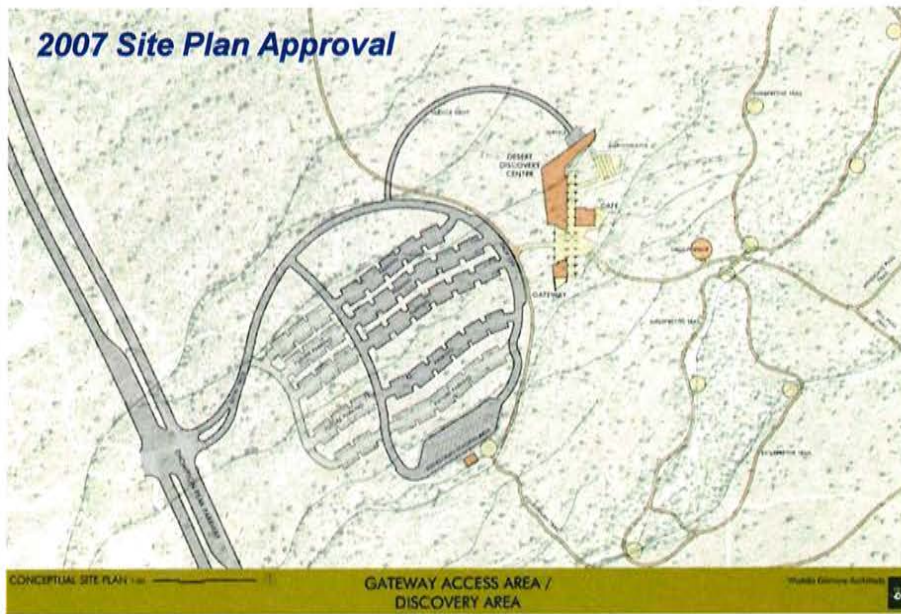


Additional Slides

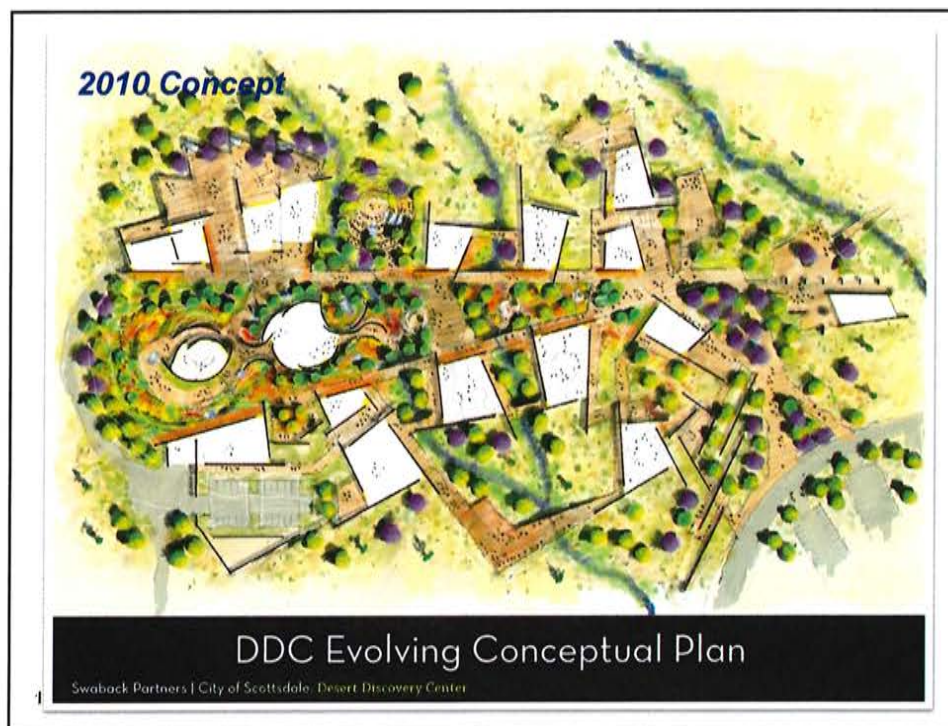
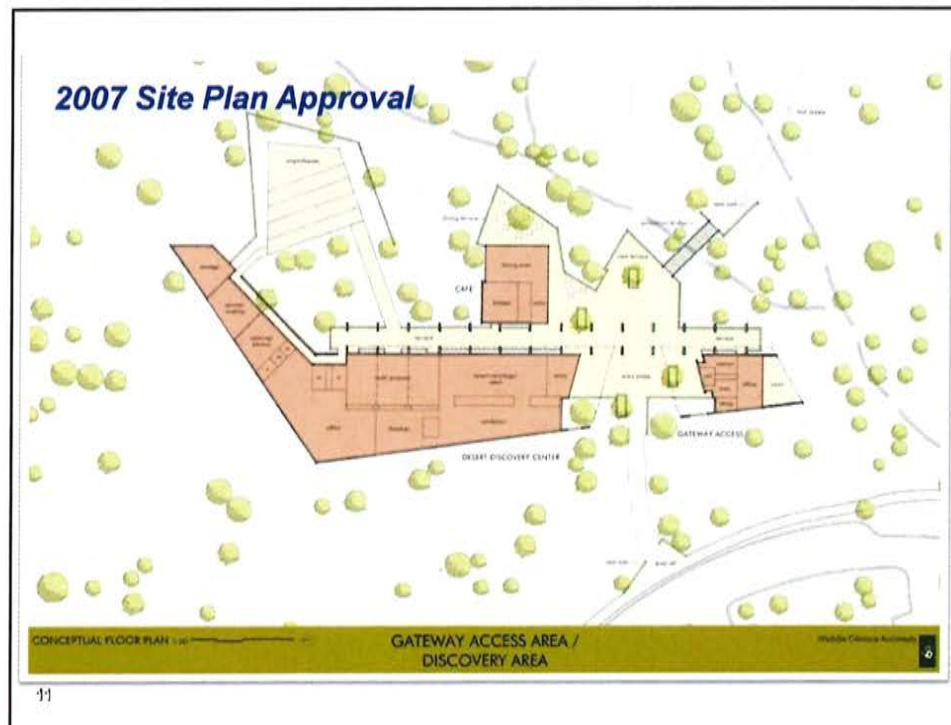
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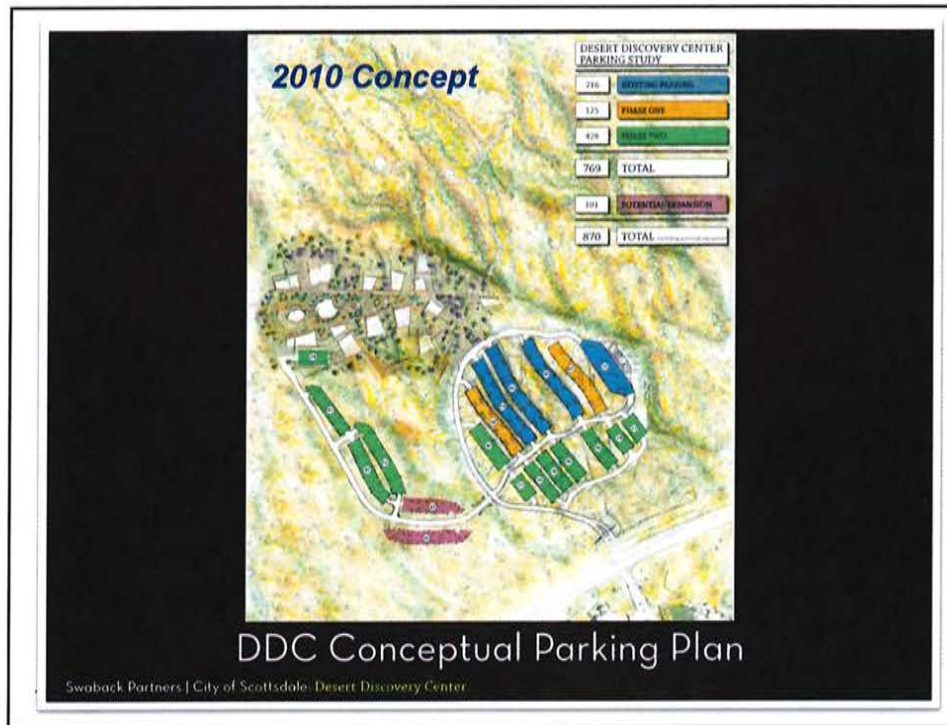


2007 Site Plan Approval



10





Smith, Erica

From: usantoni@gmail.com
Sent: Thursday, June 02, 2016 3:12 PM
To: Agenda Item Comment
Subject: Agenda Item Comment for 06/07/16 - Item 28

Meeting Date: 06/07/16
Item Number: 28

Contact Information (if blank, user did not provide):

Name: Umberto Santoni
Address: 18170 N. 99th St.
C/S/Z: Scottsdale, AZ - Arizona 85255
Phone: 4805325802

Comment for 06/07/16 Item 28:

We attended the DDC public meeting on April 21 intent on learning more about this project and to provide our feedback . At this meeting we voiced our strong opposition - along with the vast majority of the audience - in locating the DDC at the Gateway, within the McDowell Sonoran Preserve.

However, it was quite clear that the DDCCS was uninterested in feedback regarding the location of the DDC. In fact the DDCCS indicated that their statement of work did NOT include looking for alternative locations per direction from the City Council. This position was both surprising and concerning, given that Ms. Kovach expressed a willingness at the January 11 Scottsdale City Council meeting to come back to Council if the proposed location is not viable.

The Architectural Services Contract 2016-053-COS with Swaback Partners currently is only considering a site within the McDowell Sonoran Preserve (at the Gateway Trailhead).

We request that the Scottsdale City Council direct Swaback Partners via Architectural Services Contract 2016-053-COS to only consider sites for the DDC that are outside of the McDowell Sonoran Preserve.

Smith, Erica

From: ace@ultimatearrrttours.com
Sent: Monday, June 06, 2016 2:05 PM
To: Agenda Item Comment
Subject: Agenda Item Comment for 06/07/16 - Item 28

Meeting Date: 06/07/16
Item Number: 28

Contact Information (if blank, user did not provide):

Name: Ace Bailey
Address: 6914 E. 3rd St
C/S/Z: Scottsdale, AZ 85251
Phone:

Comment for 06/07/16 Item 28:

For the record I sent the City Council an email today supporting this item.

Smith, Erica

From: lghervey@cox.net
Sent: Monday, June 06, 2016 4:29 PM
To: Agenda Item Comment
Subject: Agenda Item Comment for 06/07/16 - Item 28

Meeting Date: 06/07/16
Item Number: 28

Contact Information (if blank, user did not provide):

Name: Lea Ann Hervey
Address: 10691 E Palm Ridge Dr
C/S/Z: Scottsdale, AZ 85255
Phone:

Comment for 06/07/16 Item 28:

I do not support the construction of the DDC at the Gateway Preserve area. The size of this project is way to large. I don't support hiring the Swaback Partners to design this project. The Gateway preserve is not the proper location for a project like this. It would be much better built on the land the city in the Westworld area where it won't be interfering with the beauty of the preserve. Also, the traffic would be better handled in this area. Plus, this project is way too large, what happens if they don't get the number of tourists needed to make it financial viable? We will be sitting with an eyesore on preserve land. Please do not move forward with the DDC.

Smith, Erica

From: WebSiteUser@scottsdaleaz.gov
Sent: Monday, June 06, 2016 4:34 PM
To: Agenda Item Comment
Subject: Agenda Item Comment for 06/07/16 - Item #28

Meeting Date: 06/07/16
Item Number: #28

Contact Information (if blank, user did not provide):

Name: Scott Farmer
Address: 8115 E. La Junta
C/S/Z: Scottsdale, AZ 85255
Phone:

Comment for 06/07/16 Item #28:

I am against the Desert Discovery Center. Once a view is gone it is gone.
Keep the desert pristine. The city worked hard to save the land from home development. Having pristine desert is the real highest and best use of this land. There are far better places for a desert museum if we MUST have one. If the council goes through with such plans then please consider building "down" rather than up. Build below grade. Think of the positive press Scottsdale would receive from such a forward looking design. Allow the desert to BE THE GEM not a building. Stop the desire to fill every available acre with building. Preserve the preserve.

Smith, Erica

From: kahn.danny@gmail.com
Sent: Monday, June 06, 2016 4:34 PM
To: Agenda Item Comment
Subject: Agenda Item Comment for 06/07/16 - Item item #28

Meeting Date: 06/07/16
Item Number: item #28

Contact Information (if blank, user did not provide):

Name: Daniel Kahn
Address: 17409 N 96TH WAY
C/S/Z: SCOTTSDALE, AZ 85255
Phone: 4802820171

Comment for 06/07/16 Item item #28:

I initially was for this project, however I now realize I need to learn a lot more about it. The most important thing for Scottsdale is Schools, Hospitals, Roads, Infrastructure and Sustainability. This is where money should be allotted first. Also this area really should not be designed for a high density use and should continue to be protected.

Smith, Erica

From: casaseller@gmail.com
Sent: Monday, June 06, 2016 4:37 PM
To: Agenda Item Comment
Subject: Agenda Item Comment for 06/07/16 - Item #28

Meeting Date: 06/07/16
Item Number: #28

Contact Information (if blank, user did not provide):

Name: Sharron Withers
Address: 11345 E. Helm Drive
C/S/Z: Scottsdale,, AZ. 85255
Phone:

Comment for 06/07/16 Item #28:

PLEASE do NOT move forward with
A N Y structures on the site.
We cannot handle the traffic for the
hikers there right now, let alone
what you are planning....

Smith, Erica

From: ansa.treanor@cbzhomes.com
Sent: Monday, June 06, 2016 4:29 PM
To: Agenda Item Comment
Subject: Agenda Item Comment for 06/07/16 - Item 28

Meeting Date: 06/07/16
Item Number: 28

Contact Information (if blank, user did not provide):

Name: Ansa Treanor
Address: 9494 E Redfield Rd. #1110
C/S/Z: SCOTTSDALE, AZ 85260
Phone: 480 451 1012

Comment for 06/07/16 Item 28:

I do not approve this destruction of the desert animals and fauna and the added heat to the area from cement and buildings, there is a free flow of air now and the animals and nature will suffer greatly from added buildings and traffic and pollution from cars and humans. There was a lot of dog poop and trash on the trails already and let's not add any more stress to our environment. This is a nature preserve, let's preserve it for future generations. There are plenty of tourist attractions in Scottsdale already, the Cactus gardens are a good way to study the cacti.
Thank you. Ansa Treanor a concerned neighbor and realtor!

Smith, Erica

From: Baj85255@gmail.com
Sent: Tuesday, June 07, 2016 7:52 AM
To: Agenda Item Comment
Subject: Agenda Item Comment for 06/07/16 - Item 28

Meeting Date: 06/07/16
Item Number: 28

Contact Information (if blank, user did not provide):

Name: Betty Janik
Address: 28490 N 97th Way
C/S/Z: Scottsdale, Az 85255
Phone:

Comment for 06/07/16 Item 28:

I am strongly opposed to the DDC in the Preserve. Little effort has been made by Scottsdale City Council and DDCCS to represent the true issues.

Ordinance 3321 approved by City Council prohibits all that the DDCCS wants.

Special interest groups including SAAR are pushing an agenda that the citizens are against.

Smith, Erica

From: tim@arizonarelo.com
Sent: Tuesday, June 07, 2016 11:29 AM
To: Agenda Item Comment
Subject: Agenda Item Comment for 06/07/16 - Item 28, Opposed

Meeting Date: 06/07/16
Item Number: 28, Opposed

Contact Information (if blank, user did not provide):

Name: Tim Henry
Address: 9031 E Sutton Dr
C/S/Z: Scottsdale, AZ 85260
Phone:

Comment for 06/07/16 Item 28, Opposed:

The Desert Discovery Center project is too grandiose. A small center like the one driving into Sedona is more appropriate. This Realtor and Scottsdale homeowner is opposed! Tim Henry

Smith, Erica

From: rscotttoo@hotmail.com
Sent: Tuesday, June 07, 2016 7:18 PM
To: Agenda Item Comment
Subject: Agenda Item Comment for 06/07/16 - Item 28

Meeting Date: 06/07/16
Item Number: 28

Contact Information (if blank, user did not provide):

Name: richard scott
Address: 3403 n kachina lane
C/S/Z: scottsdale, az 85251
Phone:

Comment for 06/07/16 Item 28:

My comments have to do with Item 28 on tonights agenda. The issue of Architectural Services Contract for the Desert Discovery Center.

I am opposed to any facility being built without the public being given an opportunity to vote for or against it. Furthermore, I am opposed to putting that facility anywhere on the McDowell Mountain and Sonoran Desert Preserve - such a facility would create too much traffic and disturb what little is left of our beautiful desert.

I am not opposed to the concept but it should be located closer in to the urban area where our millions of visitors can visit without damaging our already overburdened preserve ecosystem.

Thank you for this opportunity to register my concerns. Please keep me informed as to the disposition of tonights vote and any future agenda items around this issue.